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FOR WARRANTY DEED

March, 1968

LEGAL FORMS

AGREEMENT, made this 24th day of November, 1971, between

HAROLD L. VOLTZ and FRANCES VOLTZ, his wife, Seller, and

WILLIAM O'CONNELL and JOYCE O'CONNELL, his wife, Purchaser:

WITNESSETH, that if Purchaser shall first make the payments and perform Purchaser's covenants hereunder, Seller hereby covenants and agrees to convey to Purchaser in fee simple by Seller's warranty deed, with waiver of dower and homestead, subject to the matters hereinafter specified, the premises situated in the County of Cook and State of Illinois described as follows:

The South twelve (12) feet of Lot Twenty-Eight (28) and the North Twenty-One (21) feet of Lot Twenty-Nine (29) in Block One (1) in Ravenswood Terrace being George C. Hield's Subdivision of that part of the South West one quarter (1/4) of Section Eleven (11), Township Forty (40) North, Range Thirteen (13) East of the Third Principal Meridian according to the plat thereof Recorded January 14, 1920 as Document 6715638, in Cook County, Illinois

and Seller further agrees to furnish to Purchaser on or before November 24, 1971, at Seller's expense, the following evidence of title to the premises: (a) Owners title insurance policy in the amount of the price, issued by Chicago Title Insurance Company, (b) certificate of title issued by the Registrar of Titles of Cook County, Illinois, (c) merchantable abstract of title*, showing merchantable title in Seller on the date hereof, subject only to the matters specified below in paragraph 1. And Purchaser hereby covenants and agrees to pay to Seller, at such place as Seller may from time to time designate in writing, and until such designation at the office of

Harold L. Voltz

the price of Thirty Two Thousand (\$32,000.00) Dollars in the manner following, to-wit:

Earnest Money Deposit paid to Real Estate Broker: \$3,000.00
Five Thousand (\$5,000.00) to be placed in Escrow \$5,000.00

with the Chicago Title and Trust Company with direction to lay same to sellers and the balance of \$24,000.00

with interest at the rate of 7 1/4 per cent per annum payable in monthly installments of \$189.70 starting with the first payment due on December 1, 1971 with the final payment due January 1, 1972 unless sooner paid.

Possession of the premises shall be delivered to Purchaser on November 30, 1971

DECEMBER 1, 1971

provided that Purchaser is not then in default under

this agreement.

*Rents, water taxes, insurance premiums and other similar items are to be adjusted pro rata as of the date provided herein for delivery of possession of the premises. General taxes for the year 1971 are to be prorated from January 1 to such date for delivery of possession, and if the amount of such taxes is not then ascertainable, the prorating shall be done on the basis of the amount of the most recent ascertainable taxes.

It is further expressly understood and agreed between the parties hereto that:

1. The conveyance to be made by Seller shall be expressly subject to the following:

- (a) General taxes for the year 1971 and subsequent years and all taxes, special assessments and special taxes levied after the date hereof;
- (b) All installments of special assessments heretofore levied falling due after the date hereof;
- (c) The rights of all persons claiming by, through or under Purchaser;
- (d) Easements of record and party-walls and party-wall agreements, if any;
- (e) Building, building line and use or occupancy restrictions, conditions and covenants of record, and building and zoning laws and ordinances;
- (f) Roads, highways, streets and alleys, if any;

2. Purchaser shall pay before accrual of any penalty any and all taxes and installments of special assessments pertaining to the premises that become payable on or after the date for delivery of possession to Purchaser, and Purchaser shall deliver to Seller duplicate receipts showing timely payment thereof.

3. Purchaser shall keep the buildings and improvements on the premises in good repair and shall neither suffer nor commit any waste on or to the premises, and if Purchaser fails to make any such repairs or suffers or commits waste Seller may elect to make such repairs or eliminate such waste and the cost thereof shall become an addition to the purchase price immediately due and payable to Seller, with interest at seven per cent per annum until paid.

4. Purchaser shall not suffer or permit any mechanic's lien or other lien to attach to or be against the premises, which shall or may be superior to the rights of Seller.

5. Every contract for repairs and improvements on the premises, or any part thereof, shall contain an express, full and complete waiver and release of any and all lien or claim or right of lien against the premises and no contract or agreement, oral or written, shall be made by Purchaser for repairs or improvements upon the premises, unless it shall contain such express waiver or release of lien upon the part of the party contracting, and a signed copy of every such contract and of the plans and specifications for such repairs and improvements shall be promptly delivered to and may be retained by Seller.

6. Purchaser shall not transfer or assign this agreement or any interest therein, without the previous written consent of Seller, and any such assignment or transfer, without such previous written consent, shall not vest in the transferee or assignee any right, title or interest herein or hereunder or in the premises, but shall render this contract null and void, at the election of Seller; and Purchaser will not lease the premises, or any part thereof, for any purpose, without Seller's written consent.

7. No right, title or interest, legal or equitable, in the premises, or any part thereof, shall vest in Purchaser until the delivery of the deed aforesaid by Seller, or until the full payment of the purchase price at the times and in the manner herein provided.

*Strike out all but one of the clauses (a), (b) and (c).

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8. No extension, change, modification or amendment to or of this agreement of any kind whatsoever shall be made or claimed by Purchaser, and no notice of any extension, change, modification or amendment, made or claimed by Purchaser, shall have any force or effect whatsoever unless it shall be endorsed in writing on this agreement and be signed by the parties hereto.

9. Purchaser shall keep all buildings at any time on the premises insured in Seller's name at Purchaser's expense against loss by fire, lightning, windstorm and extended coverage risks in companies to be approved by Seller in an amount at least equal to the sum remaining unpaid hereunder, which insurance, together with all additional or substituted insurance, shall require all payments for loss to be applied on the purchase price, and Purchaser shall deliver the policies therefor to Seller.

10. If Purchaser fails to pay taxes, assessments, insurance premiums or any other item which Purchaser is obligated to pay hereunder, Seller may elect to pay such items and any amount so paid shall become an addition to the purchase price immediately due and payable to Seller, with interest at seven per cent per annum until paid.

11. In case of the failure of Purchaser to make any of the payments, or any part thereof, or perform any of Seller's covenants hereunder, this agreement shall, at the option of Seller, be forfeited and determined, and Purchaser shall forfeit all payments made on this agreement, and such payments shall be retained by Seller in full satisfaction and as liquidated damages by Seller sustained, and in such event Seller shall have the right to re-enter and take possession of the premises aforesaid.

12. In the event this agreement shall be declared null and void by Seller on account of any default, breach or violation by Purchaser in any of the provisions hereof, this agreement shall be null and void and be so conclusively determined by the filing by Seller of a written declaration of forfeiture hereof in the Recorder's office of said County.

13. In the event of the termination of this agreement by lapse of time, forfeiture or otherwise, all improvements, whether finished or unfinished, which may be put upon the premises by Purchaser shall belong to and be the property of Seller without liability or obligation on Seller's part to account to Purchaser therefor or for any part thereof.

14. Purchaser shall pay to Seller all costs and expenses, including attorney's fees, incurred by Seller in any action or proceeding to which Seller may be made a party by reason of being a party to this agreement, and Purchaser will pay to Seller all costs and expenses, including attorney's fees, incurred by Seller in enforcing any of the covenants and provisions of this agreement and incurred in any action brought by Seller against Purchaser on account of the covenants and hereof, and all such costs and expenses and attorney's fees may be included in and form a part of any judgment entered in any proceeding brought by Seller against Purchaser on or under this agreement.

15. The remedy of forfeiture herein given to Seller shall not be exclusive of any other remedy, but Seller shall, in case of default or breach, or for any other reason herein contained, have every other remedy given by this agreement or by law or equity, and shall have the right to maintain and prosecute any and every such remedy, contemporaneously or otherwise, with the exercise of the right of forfeiture, or any other right herein given.

16. Purchaser hereby irrevocably constitutes any attorney of any court of record, in Purchaser's name, on default by Purchaser of any of the covenants and provisions herein, to enter Purchaser's appearance in any court of record, waive process and service thereof and trial by jury, and confess judgment against Purchaser in favor of Seller, or Seller's assigns, for such sum as may be due, together with the costs of such suit, including reasonable attorney's fees, and to waive all errors and right of appeal from such judgment or judgments; Purchaser hereby expressly waiving all right to any notice or demand under any statute in this State with reference to such suit or action. If there be more than one person above designated as "Purchaser" the power and authority in this paragraph given is given by such persons jointly and severally.

17. If there be more than one person designated herein as "Seller" or as "Purchaser", such word or words wherever used herein and the verbs and pronouns associated therewith although expressed in the singular, shall be read and construed as plural.

18. All notices and demands hereunder shall be in writing. The mailing of a notice or demand by registered mail to Seller at 6124 N. Kimball ave. Chicago IL 60657 or to Purchaser at 5233 N. Hamlin ave Chicago IL 60625 or to the last known address of either party, shall be sufficient service thereof. Any notice or demand mailed as provided herein shall be deemed to have been given or made on the date of mailing.

19. The time of payment shall be of the essence of this contract, and the covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties.

20. Seller warrants to Purchaser that no notice from any city, village or other governmental authority of any dwelling code violation has heretofore been issued and received by the owner or his agent with respect to any dwelling structure on said real estate.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands and seals in duplicate, the day and year first above written.

Sealed and Delivered in the presence of

Mrs. H. Bompa
James P. Smith

Frances Voth (SEAL)
Donald F. Thibault (SEAL)
Dorinda O'Connell (SEAL)
Joyce O'Connell (SEAL)

Received on within Agreement
the following sums

DATE	INTEREST	PRINCIPAL	RECEIVED BY
JAN 17 '72 12:23 PM	21778405		<u>George E. Cole</u>
COON COUNTY, ILLINOIS FILED FOR RECORD			

GEORGE E. COLE
LEGAL FORMS

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AMENDMENT TO INSTALLMENT AGREEMENT FOR
WARRANTY DEED BETWEEN HAROLD L. VOLTZ
AND FRANCES VOLTZ, AS SELLERS, AND
WILLIAM O'CONNELL AND JOYCE O'CONNELL,
AS PURCHASERS, DATED NOVEMBER 1971,
FOR PURCHASE OF 5033 NORTH HAMLIN,
CHICAGO, ILLINOIS

21. Sellers represent and warrant that the mortgage of NORTH FEDERAL SAVINGS AND LOAN ASSOCIATION recorded as document number 20265700 with the Recorder of Deeds of Cook County, presently encumbering said real estate does not exceed the amount of \$24,000.00.

22. That in order to assure the Purchasers of the availability of the Warranty Deed, the Sellers shall deliver to Chicago Title and Trust Company, as Escrowee, for both parties, a Warranty Deed which said Escrowee will deliver to Purchasers upon the performance of all obligations required of Purchasers, as set forth in the Escrow Agreement attached hereto and made a part hereof.

→ 23. Purchasers shall notify NORTH FEDERAL SAVINGS AND LOAN ASSOCIATION of the interest of Purchasers in the property and request that said Mortgagee notify Chicago Title and Trust Company, as Escrowee, under Escrow No. 35746 of any defaults in the mortgage payments. In the event that said Escrowee shall be notified of a default in said mortgage, the Escrowee shall make payment to said Mortgagee of any default out of the funds on hand and the amount of said payment made by the Escrowee shall be credited against the next maturing payment of principal, interest and taxes due under this Contract.

24. During the first year of this Contract, Purchasers shall, from a financial institution of their choice, apply for and if available accept a first mortgage loan of \$24,000.00, with interest not to exceed 7 1/4% a year to be amortized over 20 years, the commission and service charges for such loan not to exceed 1.5%. If, after making every reasonable effort, Purchasers are unable to procure a commitment for a first mortgage loan, as above-mentioned, within one (1) year from the date of closing of this Installment Agreement for Warranty Deed, Sellers, at their option, within a like period of time, procure for Purchasers such a commitment, Purchasers shall accept said commitment.

25. Should a first mortgage commitment as outlined in Paragraph 24 above not be available, when purchasers have paid the balance on the contract down to \$16,000.00, they shall

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of \$24,000.00.
document number 2032100 with the recorder of Deeds of Cook County
MORTGAGE AGREEMENT AND LOAN ASSOCIATION recorded as
ST. Sellers represent and warrant that the proceeds of

CHICAGO, ILLINOIS
1981 FOR PURCHASE OF 2033 NORTH WYATT
VS PURCHASERS DATED NOVEMBER
MILTON O. CONNELL AND LOUISE O. CONNELL
AND BRIGGS LOGAN VS SELLERS AND
MUTUAL DEED BETWEEN HAROLD F. LOGAN
WHEREBY TO INDIVIDUAL AGREEMENT FOR

then be entitled to a Deed on delivery to Sellers of a first
mortgage for \$16,000.00 at the rate of 7 1/4% interest, payable
in monthly installments of \$189.70, interest included, with a
final payment due December 1, 1991.

James Volk (SEAL)

Harold F. Logan (SEAL)

William O'Connell (SEAL)

Joseph O'Connell (SEAL)

END OF RECORDED DOCUMENT

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